

## Facility Use Agreement Terms and Regulations

1. The District will rent certain of its facilities only to organizations that demonstrate non-profit status with their 501(c)(3) determination letter. The Terms, Regulations, and Fees apply equally to all organizations, groups, leagues, businesses, entities, etc. seeking to utilize the District property. Organizations that 1) demonstrate a non-profit status (501(c)) and 2) are established for the purpose of benefitting the school district and community [Board Policy GKD (Local)] may be charged a fee to recover the cost of operating the facility. Reduced rates do not apply to all non-profit organizations.

The Organization must be located within the boundaries of Arlington ISD. If the Organization is headquartered elsewhere, at least 50% of the members must be Arlington ISD students. A roster may be required with the names and addresses of the members. The contact person making application on behalf of the organization must reside within the District.

The District may approve rental of school facilities to a local (Arlington, Texas) for-profit business when the use itself is not to generate a profit for that business. Full rental rates will apply. The use of the facilities will be for entertainment, recreation, self-improvement, or community improvement (Dance or Musical recital, lectures, style shows, etc.) when such rental does not interfere or conflict with any school activity. No admission may be charged and no product(s) shall be sold or advertised on school property.

4. District facilities may be rented by religious groups for church services provided the church has been in operation within the district for at least six (6) months prior to the request to use district facilities. A Letter of Incorporation from the State of Texas may be requested to validate the group as an organized religious group.

5. An application for a permit to use public school facilities for non-school sponsored activities should be submitted to the office of the Associate Superintendent of Finance for approval along with their 501(c) letter, certificate of insurance and all fee(s) two weeks prior to the date for which the request is made. The request must be prepared on the standard form provided by Arlington Independent School District. An approved permit authorizing the use of school facilities will be given to the organization after all requirements are met and all fee(s) are paid. The permit approval should be presented to the building representative on duty in order to gain entrance to the space requested.

The District reserves the right to refuse a usage permit if deemed in the best interest of the District. The permit holder shall assume full responsibility for any unlawful act committed in the exercise of the permit. The District reserves the right to immediately cancel an agreement, without refunding any monies, if during the use period the actions and/or conduct of the user violates Local, State, or Federal laws, or any portion of this agreement. All permits shall be revocable and shall not be considered as a lease. The Superintendent or designee may reject any application or cancel any permit.

7. The organization making use of any District facility, shall secure and maintain, at its expense, during the term of the Agreement, general liability insurance with a company licensed by the State of Texas. An Accord Certificate of Insurance shall be furnished with each rental and shall be presented to the District with a signed Permit and payment. The certificate shall show on its face the following:

1. The District as Certificate Holder and as an Additional Insured
2. Property damage in the amount of \$1,000,000 per occurrence
3. Personal injury liability (to include participants in the activity) in the amount of \$1,000,000 per occurrence.

The permit holder accepts full responsibility for and agrees to indemnify the District for any and all damage caused to District owned property, and/or property located in or on District property, that is the result of or is deemed by the District to be in connection with the Organization's use of the District's property.

Initial Here \_\_\_\_\_

The permit holder upon application, agrees to indemnify and hold harmless the District for any claim for loss of life, bodily injury, or damage to property suffered by a participant, sponsor, spectator, visitor, or any other person, that is the result of or is in connection with the Organization's use of the District property.

Initial Here \_\_\_\_\_

All activities must have competent, adult supervision and maintain orderly behavior, with the organization using the facilities assuming full responsibility for overseeing and controlling participants, sponsors, spectators and visitors that are in or on District property as a result of or in connection with the Organization's use of the property. The following must also be enforced by the Organization at all times:

- A. **Smoking and the use of tobacco products is prohibited anywhere on District property.**
- B. **Possession and/or use of alcoholic beverages is prohibited anywhere on District property.**
- C. Firearms, knives and weapons of any sort are not permitted on District property.
- D. Food and drinks may only be consumed in designated areas.

The building representative on duty will supervise the operation of the facilities, but is not required to supervise the group or its activities.

All Police and Fire Department ordinances, as well as local and state laws, regarding public assemblies must be complied with.

13. The permit is issued for the dates and hours specified and includes the area specified plus the nearest drinking fountain and restroom facilities. Participants, sponsors, spectators, and visitors may not walk through or use any other part of a building or its grounds other than that specified in the permit.

The permit does not include the use of equipment owned by the School District, such as: spotlights, flood lights, projectors, organs, pianos, microphones, PE equipment, etc., unless specific arrangements have been made in advance and is so stated on the written permit.

Use of District Auditoriums will require the following:

- A. Meeting/walk-through with AISD personnel at the site requested (plus Drama/Music Department Head when applicable) 30 days in advance of the requested date to determine the following: 1) The number of technicians required to work the event (light, sound and stage hand). 2) If user will need to use the orchestra pit (where available). 3) Whether the existing lighting and sound system must be altered. 4) The number of rooms needed. 5) Any other specific needs.
- B. A Technical Supervisor is required when light, sound or stagehand technician(s) are needed for an event. Separate fees apply for each technician. The District will determine the need for technicians.
- C. Only AISD technicians are approved to operate the equipment.

The fee does not include clean up. It is the responsibility of the organization renting the facility to leave the premises as it was found, including bagging and removing all trash from the facilities/property. If cleanup is required by District personnel, additional fees will be assessed.

Use of kitchen facilities must be approved by the campus administrator and the AISD Food Service department. An AISD Food Service employee may be required when the kitchen facility is requested.

The District does not provide storage space, therefore, all equipment provided by the holder of the permit must be removed from the district facility promptly so as not to interfere with the normal district activities.

If concessions are desired, school principals reserve the right to allow approved Booster Clubs and school sponsored organizations to exclusively operate the individual campus concession areas.

20. Case in which the Use of Public School Facilities Will Not Be Allowed:

- A. For the purpose of advancing any doctrine or theory subversive to the Constitution or Laws of the United States or the State of Texas.
- B. For the purpose of advocating social or political change by violence.
- C. For the purpose of commercial gain.
- D. For private parties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date